



## Mobile Banking Disclosure & Agreement

This is an addendum to the Electronic Fund Transfer Disclosure Statement (“Online Banking”) and sets forth the additional terms and conditions for use of the Mobile Banking Services through First Eagle Federal Credit Union (“we”, “our”, “us”) by the member (“you”, “your”, “User”). Except where modified by this Addendum, the terms and conditions of the Electronic Fund Transfer Disclosure remain in effect. If there is a conflict between the Electronic Fund Transfer Disclosure Statement and this Addendum, the terms in this Addendum will govern your use of the Mobile Banking Services.

### 1. ACCEPTANCE OF ADDENDUM

#### a. Accepting this Addendum

By clicking “I Agree” when you register for Mobile Banking Services, you agree to the terms and conditions of this Mobile Banking Service Addendum. Additionally, by using the Mobile Banking Services, you also agree to the terms and conditions of this Addendum.

#### b. Description of Services

Mobile Banking is a personal financial information management service that allows you to access account information, products and services similar to Online Banking and make sure other financial transactions as set forth in the Electronic Funds Transfer Agreement using compatible and supported mobile phones and/or other compatible and supported wireless devices (including phones, “Wireless Devices”). We reserve the right to modify the scope of the Mobile Banking Services at any time. We reserve the right to refuse to make any transaction you request through Mobile Banking. You agree and understand that Mobile Banking may not be accessible or may have limited utility over some mobile telephone networks, such as while roaming. The most up-to-date list of services which you may be able to access through Mobile Banking is posted on the Mobile Banking registration and management website accessed through the Online Banking system. When you register for Mobile Banking, designated accounts linked to your account through Online Banking will be accessible through the Mobile Banking service.

#### c. Use of Services

Mobile Banking will not work unless you use it properly. You accept responsibility for making sure that you understand how to use Mobile Banking before you actually do so, and you use Mobile Banking in accordance with the online instructions posted on our Website. You also accept responsibility for making sure that you know how to properly use your Wireless Device and the Mobile Banking Software (“Software”). In the event we change or upgrade Mobile Banking, you are responsible for making sure that you understand how to use Mobile Banking as changed or upgraded. We will not be liable to you for any losses caused by your failure to properly use Mobile Banking or your Wireless Device.



d. Relationship to Other Agreements

You agree that when you use Mobile Banking, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., AT&T, Verizon, Sprint, T-Mobile, Alltel, etc.), and that this Addendum does not amend or supersede any of those agreements. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of Mobile Banking (for example, your mobile service carrier or provider may impose data usage or text message charges for your use of or interaction with Mobile Banking, including while downloading the Software, receiving or sending Mobile Banking text messages, or other use of your Wireless Device when using the Software or other products and services provided by Mobile Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that only your mobile service carrier or provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or provider directly with your carrier or provider without involving us. You also agree that if you have any problems with Mobile Banking, you will contact us directly.

**2. MOBILE BANKING SOFTWARE LICENSE**

Subject to your compliance with this Addendum, you are hereby granted a personal, limited, non-transferable, non-exclusive, non-sub licensable and non-assignable license (“License”) to download, install and use the Software on your Wireless Device within the United States and its territories. In the event that you obtain a new or different Wireless Device, you will be required to download and install the Software to that new or different Wireless Device. This License shall be deemed revoked immediately upon (i) your termination of Mobile Banking in accordance with this Addendum; (ii) your deletion of the Software from your Wireless Device. The provisions of Section 3 and 4 of this Addendum shall survive revocation of the License.

**3. YOUR OBLIGATIONS**

When you use Mobile Banking to access accounts you designate during the registration process, you agree to the following:

a. Account Ownership/Accurate Information

You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Banking. You represent and agree that all information you provide to us in connection with Mobile Banking is accurate, current and complete, and that you have the right to provide such information to us for the purpose of operating Mobile Banking. You agree to not misrepresent your identity or your account information. You agree to keep your account information up to date and accurate.

b. Proprietary Rights

You are permitted to use content delivered to you through Mobile Banking only on Mobile



Banking. You may not copy, reproduce, distribute, or create derivative works from this content. Further, you agree not to reverse engineer or reverse compile any Mobile Banking technology, including, but not limited to, any Software or other mobile phone applications associated with Mobile Banking.

c. User Conduct

You agree not to use Mobile Banking or the content or information delivered through Mobile Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret, or other proprietary rights of publicity or privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Mobile Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Mobile Banking; (i) interfere with or disrupt the use of Mobile Banking by any other user; or (j) use Mobile Banking in such a manner as to gain unauthorized entry or access to the computer systems of others.

d. No Commercial Use or Re-sale

You agree that the Mobile Banking services are for personal use only. You agree not to resell or make commercial use of Mobile Banking.

e. Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to protect and fully compensate us and service providers from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney's fees) caused by or arising from your improper use of Mobile Banking software or your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

f. User Security

You agree not to give or make available your Mobile Banking Personal Identification Number (the "PIN") or other means to access your account to any unauthorized individuals. You are responsible for transfers or other transactions you authorize using Mobile Banking. If you permit other persons to use your Wireless Device and PIN or other means to access Mobile Banking, you are responsible for any transactions they authorize. If you believe that your PIN, Wireless Device or other means to access your account has been lost or stolen or that



someone may attempt to use Mobile Banking without your consent, or has transferred money without your permission, you must notify us promptly by calling Member Services at (888) 231-2022 or 443-548-8008.

#### **4. SERVICE CHARGES**

In the future, we may add to or enhance the features of Mobile Banking and reserve the right to amend any fee structures associated with Mobile Banking as offered at First Eagle Federal Credit Union.

#### **5. ADDITIONAL PROVISIONS**

a. Mobile Banking Service Limitations

Neither we nor our service providers can always foresee or anticipate technical or other difficulties related to Mobile Banking. These difficulties may result in loss of data, personalization settings or other related Mobile Banking interruptions. Neither we nor any of our service providers assume responsibility for the timeliness, deletion, misdelivery or failure to store any user data, communications or personalization settings in connection with your use of Mobile Banking.

Neither we nor any of our service providers assume responsibility for the operation, security, functionality or availability of any Wireless Device or mobile network, which you utilize to access Mobile Banking.

You agree to exercise caution when utilizing the Mobile Banking application on your Wireless Device and to use good judgment and discretion when obtaining or transmitting information.

b. Changes or Cancellation

You may cancel your participation in Mobile Banking by calling us at 888-231-2022 or 443-548-8008. We reserve the right to change or cancel Mobile Banking at any time without notice. We may also suspend your access to Mobile Banking at any time without notice and for any reason, including but not limited to, your non-use of Mobile Banking services. You agree that we will not be liable to you and any third party for an discontinuance of Mobile Banking.

c. Third Party Beneficiary

You agree that our service providers (including any provider of Software) may rely upon

your agreements and representations, in Section 3 and 4 of this Addendum, above, and such service providers are, for the purpose of those sections, third party beneficiaries to this Addendum, with the power to enforce those provisions against you, as applicable.



## **ELECTRONIC FUND TRANSFER DISCLOSURE STATEMENT**

The following information describes the various types of Electronic Fund Transfers which are available to members with the On-Line Account service(s) and your rights and responsibilities concerning these transactions, including your rights under the Electronic Fund Transfers Act. Please read this document carefully. You may want to print or save this document for future reference, or if you would like a paper copy you may notify us at the telephone number or address listed in section titled "If You Think There is an Error on Your Statement." Some information may not pertain to you.

Electronic Fund Transfers are deposits to, withdrawals from, or transfers between your accounts which are not originated by check, draft or similar paper instrument. If your account(s) involves such transfers, you have certain rights under the law which is described below. Please contact us at the telephone number or address listed in section titled "If You Think There is an Error on Your Statement" if you have any questions or problems.

### **Types of electronic Fund Transfers Available on On-Line Account:**

With access to the World Wide Network, your member number and your PIN (Personal Identification Number) or Password, you may perform the following transactions at any time, 24-hours per day: balance inquiries, account and loan history inquiries; transfers from one of your Credit Union accounts to another of your accounts within the same member number; or loan payments to the Credit Union from one of your Credit Union accounts under the same member number. Another function available on the On-Line Account service is the capability of downloading account history files to be used as import files in MS Money.

### **Charges:**

Account Access services and Bill Payment services are free of charge. There are no monthly fees or per check charges. Bill Payment is subject to credit union approval. First Eagle FCU pays the cost for Bill Payment for our members. Therefore, if a Bill Payment account is inactive for 3 months, then First Eagle FCU reserves the right to close that Bill Payment account.

### **Limits on Withdrawals/Transfers:**

1. For Share Savings Accounts only: During any month, you may not make more than six withdrawals or transfers to another Credit Union account of yours or to a third party by means of a pre-authorized or automatic transfer (including overdraft protection) or telephonic order (PAT Audio Response System) or through On-Line Access. No more than three of the six transfers may be made by check, share draft, or order to a third party.
2. Mortgage loan payments must be equal to or greater than the scheduled amount (Partial Mortgage loan payments; are not allowed



### **Your Ability to Stop Payments:**

Unless otherwise noted in this agreement, you may not place a stop payment order for Electronic Funds Transfers using your on-line Account. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

The initiation by you of certain Electronic Funds Transfers from your account will, except as otherwise provided in this agreement, effectively eliminate your ability to stop payment of the transfer.

### **Documentation of Transfers:**

1. You will receive a confirmation screen with reference information after every transfer you make. You may save or print this information for your records.
2. Your monthly statement will show all electronic fund transfers.
3. Any documentation provided to you which indicates that an Electronic Funds Transfer has been made shall be admissible as evidence and proof that such transfer was made.

### **Business Days:**

Our business days are Monday through Friday. Holidays are not included.

### **Credit Union Liability for Failure to Make Transfers:**

If we do not complete a transfer to or from your account(s) on time or in the correct amount, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable if:

1. Through no fault of ours, you do not have enough money in your account to make the transfer;
2. Circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken.
3. We are legally restricted from transferring funds to or from your account; or
4. There may be other exceptions stated in our agreement with you.

### **Disclosure of Account Information to Third Parties:**

In order to protect your privacy, we will not disclose any information about you or your account to any person, organization, or agency, except:

For certain disclosures necessary to complete the transfer;

For verification of the condition and existence of your account for a credit bureau or merchant;

1. To persons authorized by law in the course of their official duties;
2. To our employees, auditors, service providers, attorneys, or collection agents in the course of their duties;
3. Pursuant to a court order or lawful subpoena; or
4. By your written authorization which shall automatically expire after 30 days.



If an unauthorized disclosure has been made, we must inform you of the particulars of the disclosure within 3 days after we have discovered that an unauthorized disclosure has occurred.

**If You Think There is an Error on Your Statement:**

In case of errors or questions about the transfers made with your PIN or Password, if you think your periodic account statement or receipt is wrong or if you need more information about a transfer described on your statement or receipt, telephone us at (443) 548-8008 Monday through Friday (excluding holidays) between 8:00.a.m. and 4:00 p.m.(ET), or write us at P.O. Box 1585, Owings Mills, MD 21117.

You must contact us only at this telephone number or address about errors or questions. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

**When you call or write:**

1. Tell us your name and account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error and, if possible, the date it first appeared on your statement.
4. Give us a telephone number where you can be reached during our business hours in case we need further information.

If you tell us verbally, we will require you to send us your question or complaint in writing within 10 business days at the address stated above.

We will inform you of the results of our investigation within 10 calendar days following the date you notified us. We will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question following the date you notified us. If we decide to use more time to investigate, within 10 calendar days following the date you notified us, we will credit your account for the amount you think is in error, so that you will have use of the money during the time it takes us to complete the investigation. If we ask you to submit your complaint or question in writing and we do not receive it within 10 calendar days following your verbal notification, we may not credit your account.

If we decide that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation and we must make these available for your inspection.

**Amendments:**

We may amend the terms and conditions of this disclosure at any time. We will give you notice at least 30 days before the amendment becomes effective if the amendment results in greater costs or liability to you or stricter limitations on the transfers you may make. If however, an immediate change in the



terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

**Liability for Unauthorized Transfers:**

You will be liable for unauthorized use of your On-Line Account PIN or Password to the extent allowed by applicable federal and state laws. Tell us AT ONCE if you believe your PIN or Password has been lost, stolen or used without your permission. Calling us is the best way of keeping your possible losses to a minimum. If you tell us within two business days, you can lose no more than \$50 if someone used your On- Line Account PIN or Password without your authorization. If you do NOT tell us within two business days after you learn of the loss or theft of your On-Line Account PIN or Password, and we can prove we could have prevented someone from using your PIN or Password without your authorization, you could lose as much as \$500.